

**AMENDED AND RESTATED
BY-LAW NO. 2**

(OCCUPANCY BY-LAW)

A by-law relating to occupancy rules under which
University of Toronto Faculty Housing Co-operative Inc.
provides housing for resident members and rights and obligations of
University of Toronto Faculty Housing Co-operative Inc.
and its members

UNIVERSITY OF TORONTO FACULTY HOUSING CO-OPERATIVE INC.

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BE IT ENACTED as a by-law of University Toronto Faculty Housing Co-operative Inc. (hereinafter called the "co-op") as follows:

This By-law contains the rules under which the co-op provides housing for its resident members, and the rights and obligations of both the co-op and its members. The *Co-operative Corporations Act* (the Act) regulates how the co-op must be run. Certain parts of the Act contain rules which are not included in this By-law. Members should refer to them when questions come up.

ARTICLE 1 ABOUT THIS BY-LAW, SCHEDULES AND APPENDICES

1.1 Occupancy Agreement

The Occupancy Agreement, Schedule "A", is part of this By-law. Resident Members must sign it when their membership in the co-op begins. The co-op and the resident members must obey this By-law and the Occupancy Agreement even if a particular resident member has not signed an Occupancy Agreement.

1.2 Priority of This By-law

- (a) This By-law takes the place of or amends all previous by-laws or resolutions that deal with the occupancy rights and obligations of the co-op and its members. Any future by-law can only amend this By-law if the future by-law states that it is doing so. No one can commit to anything dealing with occupancy rights except where they are authorized under this By-law. Any unauthorized commitment is not effective.
- (b) If there is a conflict between documents, the following will govern in the order in which they appear:
 - first, the *Act*

- second, the Articles of Incorporation
- third, this By-law, and
- fourth, the other by-laws of the co-op, unless the by-laws state differently.

ARTICLE 2 MEMBERS' RIGHTS

2.1

Use of a Unit and the Co-op's Facilities

Resident members of the co-op have the right to:

- live in their housing unit
- use their parking space if any, and
- use the co-op's common facilities. Co-op by laws and rules limit members' rights.

ARTICLE 3 MEMBERS' CONTRIBUTIONS

3.1

Housing Charges

- (a) Each resident member of the co-op must pay housing charges.

Housing charges are made up of:

- the membership fee of \$1.00 (once only)
 - monthly housing charges
 - parking charges, if any
 - the resident member deposit, and
 - other charges that members must pay under any of the co-op's by-laws.
- (b) Co-op members must decide what the monthly housing charges and parking charges will be at a general members'

meeting.

- (c) Resident members must pay their housing and parking charges before the close of business on the first day of each month.
- (d) The housing charge does not include the following costs to a resident member:
 - charges for consumption of electric power and power in the housing unit, which charges shall be determined by the co-op
 - telephone for a unit
 - charges for cable television for a unit
 - insurance on the member's personal property,
 - the member's personal liability insurance, and
 - charges for remote monitoring of any alarm system serving the unit.

If the co-op has to pay for any of these, the cost will be added to the member's housing charge.

3.2 Resident Member Deposit

(a) Paying the Deposit

Resident members must pay a resident member deposit to the co-op. Resident members must pay this deposit before moving into their unit, unless the co-op allows them to pay it at another time.

(b) The Amount of the Resident Member Deposit

Resident members must pay a resident member deposit equal to the monthly

housing charge.

(c) Adjusting the Resident Member Deposit

When there is a change in the monthly housing charge, the co-op adjusts the amount of the resident member deposit. The members' meeting discussing the budget can decide differently. If the resident member deposit increases, resident members must pay the extra amount on the date decided by the coop. If it decreases, resident members will get a credit for the difference on future charges.

(d) Returning the Resident Member Deposit

The co-op will return the resident member deposit when the resident member leaves the unit permanently. Before returning the deposit, the co-op can deduct any amount which the resident member owes because:

- the resident member did not give enough notice
- the unit was not left in the condition stated in 5.9 of this By-law
- the resident member owes money to the co-op, or
- the member did not pay the last month's housing charge.

(e) Interest on the Resident Member Deposit

The co-op will not pay interest on the resident member deposit.

3.3 Other Charges

- (a) A resident member is responsible for and must pay the co-op for any extra costs, charges or expenses caused by:

- the resident member
- any person who is a part of the resident member's household, or
- any person that the resident member allows onto the co-op's property.

This applies even if no co-op by-law has been broken.

Some examples of these costs are:

- charges for collection of debts
- increased insurance premiums
- legal fees, and
- cost of repairs.

The co-op has the right to recover solicitor and client costs, as settled by the co-op (the actual legal fees and costs) of any legal action that the co-op takes to recover money owed to it or enforce its rights under the by-laws.

- (b) Members must pay any interest at the rate of 2% above the prime rate of any credit union or bank designated by the board.

3.4 All Charges Are Housing Charges

Housing charges include all amounts that the co-op charges to resident members.

3.5 Responsibility for Charges

- (a) Per-Unit Basis

The co-op calculates the monthly charge and the resident member deposit for each unit as a whole. If more than one adult occupies a unit, they are each responsible for the full charges. This is

so whether or not they are members of the same family or household.

If any person moves out of the unit, the remaining occupant(s) remain(s) responsible for all the charges which apply to that unit.

(b) Sharing Expenses

Persons who share a unit can arrange to share expenses, with the following conditions:

- the sharing arrangement does not limit the co-op's rights
- one of the members in the unit must collect the payments and make one single monthly payment to the co-op, and
- they are each responsible for the full charges.

**3.6
Participation**

Members may attend all general members' meetings and take part in the activities of the co-op.

ARTICLE 4 SETTING HOUSING CHARGES

**4.1
The Members Set
the Housing Charges**

Where the fixed term of a Member's occupancy rights is one (1) year or less, the monthly housing and parking charges shall be set by the board. The board may do this annually or more often as needed. Otherwise, monthly housing and parking charges can be set only by a majority vote of the members at a general meeting. Members do this annually or more often as needed. A budget must be presented to the members when they are asked to consider an increase in housing charges. 4.2 of this By-law, "Operating and Capital Budgets",

shows how the co-op must present a budget to the members. Existing charges continue until the members approve a change. The members may approve changes that are different from those proposed in the budget.

4.2 Operating and Capital Budgets

(a) Preparing the Operating Budget

Each year, the board will prepare a budget for the next fiscal year. The members will consider this proposed budget at a general meeting during which the budget is presented. 4.3 of this By-law shows how the co-op must give notice of this meeting. The budget must contain:

- the total expected cost of operating the co-op
- the charges proposed for each unit,
- and the cost of any special expenses which the board suggests and the charges that would result.

(b) Capital Expenses

The board may prepare a capital budget if it is planning capital expenses. The capital budget must contain:

- the proposed capital expenses
- the proposed source of funds, and
- the effect of the proposed expenses on the co-op's operating budget.

4.3 Notice of Proposed Budget

A general meeting can consider a proposed budget and proposed housing charges only if the notice of the general meeting contains mention of the budget. The notice must be

given as the Act and by-laws require. A copy of the proposed budget and housing charges for each type of unit must be delivered to each unit at least five (5) days before the budget meeting.

4.4 Date of Change in Housing Charges

- (a) Any change in housing charges will normally begin on the first day of the third month after the members decide on the change.

For example:
If the meeting was on July 15, the new housing charges begin on October 1.

Notice of change in housing charges must be delivered to each unit within a reasonable time after the meeting.

- (b) Members can decide by a two-thirds vote at the general meeting on a different date for the new charges to begin, including an earlier date.

4.5 Mid-year Change in Housing Charges

The board may feel that there should be a change in the total operating expenses and/or housing charges during a fiscal year. If so, the board must call a special members meeting to consider the change. The board will prepare a budget or statement showing the reason for the change. 4.3 of this By-law shows how the co op must give notice of this meeting.

ARTICLE 5 USE AND BEHAVIOUR

5.1 Residences

Units can be used only as private residences for resident members, their households and other persons allowed by this By-law. This use can include incidental uses if all the other rules in this By-law are obeyed.

5.2 Nuisance

The co-op is a community which includes all the residents and employees. It also is part of the larger neighbourhood community. Members must not make or allow any noise, nuisance or any other act that unreasonably disturbs or interferes with any other member of these communities.

5.3 Illegal Acts

Within their unit, or on co-op property, members must not commit any illegal act or break any agreement with any government authority. This includes breaking any municipal, provincial or federal law, or any by-law or regulation of any other authority such as the fire department.

5.4 Leases

If all or part of the co-op's property is leased to the co-op, members must not break any obligations under the lease.

5.5 Insurance

Members must not break any obligation that the co-op has to its insurance companies. The use of a member's unit must not increase the co-op's insurance costs, or any other cost or liability of the co-op.

5.6 Privacy

(a) Permission Needed

Resident members have the right to privacy. The co-op may not enter a unit without the member's permission unless an emergency happens or appears to be happening or proper notice has been given.

(b) Permission Not Needed

After giving a member 24 hours notice, someone appointed by the co-op can enter the member's unit, at any reasonable time, for:

- maintenance inspections, regular or special
- maintenance repairs or renovations,

or

- any other reason which the board decides.

After giving a member 24 hours notice, the co-op can enter the member's unit to show it to a prospective occupant at any reasonable time. The co-op can do this if:

- the member has given the co-op written notice of withdrawal from membership and occupancy, or
- the co-op has given notice of a board decision to evict the member.

(c) Notice of Entry

Any entry notice can give a time range and not necessarily a specific time. The time range can be longer than one day and the notice can allow more than one entry into a member's unit.

5.7 Maintenance and Repair

(a) Cleanliness

Members must keep their units reasonably neat and clean. The units must meet the standards of cleanliness and maintenance set by health and other public authorities. Members who damage co-op property are responsible for its repair.

(b) Alterations and Improvements

Members cannot make alterations and improvements, or alter or change their locks, unless they get the board's written permission.

(c) Changing Locks

Members must not change their locks without written permission from the board. They must give the co-op keys to new locks.

(d) Reporting Problems

Members must promptly report to the co-op any condition in their unit, the equipment in their unit, or their building, which may cause damage to their unit or their building.

(e) Neglect of Responsibilities

If members do not carry out any responsibilities connected with maintenance or repair in a reasonable time, the co-op can carry them out. Those members must pay the co-op for its out-of-pocket expenses and for the reasonable value of any employee time involved.

(f) The Responsibility of the Co-op

The co-op must keep all units, co-op property, and all services and facilities of the co-op in a good state of repair and fit for habitation. It must make sure that it meets all the legal standards of health, safety, maintenance and occupancy.

(g) Appliances

The co-op must provide each unit with a stove and refrigerator in normal working order. Members must keep the appliances reasonably clean.

(h) Moving Out of the Unit

When members move out of their unit, they must leave it clean and in good order.

**5.8
Acts of Others**

Members are responsible for any act or failure to act of their household, guests or sub-occupants. This includes any person they, or their household, guests or sub-occupants, invite or allow onto co-op property. Members may be evicted as a result of any such act or failure to act. Members will have to pay for any damages.

**5.9
Non-Member Units**

Notwithstanding the other provisions of this By-law, the Board may from time to time designate one or more housing units as non-member units. Any unit designated as a non-member unit shall be used only as a private residence for faculty, staff or students of the University of Toronto and their household. The Board may also from time to time revoke a designation as a non-member unit, but the designation of an occupied unit may be revoked only if all the occupants who are at least 16 years old consent to the revocation. Occupancy of any non-member unit shall be governed by an occupancy agreement to be entered into between the Corporation and the occupant, and shall in each case be for a term of one year or less expiring on July 31.

**5.10
No Smoking**

The co-op is designated as a smoke-free environment. Smoking is prohibited in all individual units and the co-op's common facilities, except as may be designated as a smoking area by the co-op. Members who fail to observe this article may be subject to eviction and liable for cleaning or other costs resulting from smoking in co-op units or common facilities.

ARTICLE 6 OCCUPANCY RIGHTS AND STANDARDS

**6.1
Change in
Household Size**

- (a) The number of persons in a resident member's household may change. The member must give prompt written notice of the change to the co-op. If the household size has decreased, the

notice must give the names of the persons who no longer live in the unit.

Resident members must agree to a credit check of any new person in their household. The new person must sign a consent if the co-op asks for it. Resident members must also give the co-op any other reasonable information which the co-op asks for.

Resident members must give the notice, consent and other information promptly.

(b) The maximum number who can live in each unit type is:

- bachelor 1 person
- one-bedroom 2 persons
- two-bedroom 4 persons
- three-bedroom 6 persons
- four-bedroom 8 persons.

These are the "Maximum Occupancy Standards".

(c) The minimum number of persons who can live in each of the co-op's unit types is:

- bachelor 1 person
- one-bedroom 1 person
- two-bedroom 2 persons
- three-bedroom 3 persons
- four-bedroom 4 persons

These are the "Minimum Occupancy Standards".

- (d) If a resident member's household does not meet these standards, the board will normally require the household to move to a unit of the proper size. If the co-op has an existing unit of the proper size, the board will put the member at the top of the internal waiting list for that type of unit. The member must accept the first unit offered.

However, the board can decide not to require the household to move if:

- the situation is temporary, or
 - the board decides that there are special circumstances that justify letting the household stay in the unit.
- (e) If the board is going to consider a resolution to require the member to move, it must give the member ten (10) days or more written notice of the meeting.
- (f) The member can attend and speak at the board meeting, or have a representative speak. The representative can be a lawyer or another person. The board must deliver its decision in writing to the member. The member cannot appeal the board's decision.
- (g) The board can evict the member if:
- the member does not accept the first unit offered, or
 - the board decides not to put the member on the internal waiting list because there are no units of a suitable size.
 - the board must use the procedures stated in Article 9 of this By-law.

- however, the board can decide not to evict the member if:
 - the situation is temporary, or
 - the board decides that there are special circumstances that justify letting the household remain in the unit.
- (h) If the board decides to evict the member, the date must be at least sixty (60) days after the board meeting that required the member to move. If the member was not put on the internal waiting list, the date must be at least sixty (60) days after the board meeting that decided to evict the member. The board must use the procedures stated in Article 9 of this By-law.

6.2

Sale or Surrender of a Part of the Co-op

The board can decide to sell or surrender back to the lessor all or part of the co-op's housing units if the members pass a resolution giving it the power to do so. The resolution should deal with the occupancy rights of the members living in these housing units. It can deal with the position of these members on the internal waiting list.

6.3

Government Takeover of Co-op Ownership

- (a) When a government body takes over ownership of the co-op by expropriation, members' occupancy rights against the co-op end on the date the takeover is final.
- (b) Members cannot profit from the takeover. This does not include any compensation from a government body for disturbance or moving expenses. Members must pay any other compensation to the co-op. The co-op has the right to take any

necessary action to obtain that compensation. This includes the right to sue or make any other claim in the name of the member.

6.4

Damage by Fire, etc.

- (a) If there is major damage affecting a large number of units, the board will examine the situation and propose a solution. The membership will make the final decision in a members' meeting.
- (b) If only one or a small number of units are damaged, the board will consult with the members living in the units to deal with the situation. If the members do not agree with the proposed solution, the membership will make the final decisions in a members' meeting.

The board and members will consider questions such as the following:

- Should the unit be repaired?
 - How quickly?
 - When will the member be required to move out?
 - When will the member be entitled to move back?
 - Will there be any charges to the member during the period?
 - Are there any available units that the member can occupy until their unit is repaired? Should there be any priority on the co-op's internal or external waiting list?
- (c) The co-op does not have to provide a housing unit, or pay for increased housing charges or rent to an outside landlord, or any other costs, because of

damage.

ARTICLE 7 OCCUPANCY BY MEMBERS

7.1 Policy

- (a) In the co-op's by-laws, household means
- a resident member
 - any other members living in the unit
 - persons under sixteen living in the unit
 - persons who have turned sixteen and continue to live in the unit, and
 - any long-term guests approved by the general manager under 7.4 of this By-law.

The co-op does not consider anyone else as part of a member's household. Other persons can live in a member's unit only as casual guests, or as sub-occupants if permitted by this By-law. Members must not allow anyone other than the persons referred to above to use their unit.

- (b) This By-law applies to a member unit. The co-op does not have to follow the procedures in this By-law when dealing with non-member units or non-residential spaces, if any. Any leases, agreements or applicable laws govern the co-op's relations with them. Parts of this By-law apply to non-members living in a member unit.
- (c) Occupants of a member unit who are not members have:
- no greater right to occupy the unit than the members who occupy it, or any right to occupy it independent of

the members

- no right to occupy any other unit in the co-op, and
- no right to a place on the co-op's internal waiting list.

7.2 Additions to Household

Resident members may wish to add to their household someone over sixteen years of age who is not a member. That person must apply for general manager approval a long-term guest. That person can occupy the unit as a casual guest while waiting for the general manager to decide.

7.3 Casual Guests

Members can have only a reasonable number of guests at any one time.

7.4 Long-Term Guests

- (a) The general manager can allow resident members to have a guest for an indefinite period. These guests are long-term guests in this By-law. Examples include:
 - family members who are part of a resident member's household
 - additions to the household who have been refused membership, and others whom the member invites.
- (b) Members and their guests must sign a long-term guest agreement, such as Schedule "B" of this By-law.
- (c) The general manager can cancel long-term guest status or change the terms of the long-term guest status at any time. The general manager must give written notice to the member and the guest of any meeting where it will be discussed. The general manager must give written

notice to the member and the guest that it has ended long-term guest status after it has decided to do so. The general manager decides when the long-term guest status ends. There is no right of appeal.

7.5 Principal Residence

All resident members must use their co-op units as their principal residence and personally occupy them. Resident members may not be absent from their unit without permission of the board except for (i) absences for teaching and research duties as an employee of the University of Toronto and (ii) absences for vacation purposes. The unit must remain their principal residence while they are absent. Resident members will be considered absent from their units even if they visit them for short periods.

7.6 No Transfer of Occupancy Rights

Members cannot transfer their occupancy rights to anyone else.

7.7 No Profit

- (a) Members must not profit, directly or indirectly, from sharing expenses with anyone using their unit
- (b) Members must not profit when they give up occupancy rights, or allow others to use their unit. Members must pay any profit to the co-op.
- (c) The co-op can ask members to prove that they are not profiting from any arrangement with guests or sub-occupants of their unit. If asked, members must give complete details of any arrangement. This request can include sworn statements about the arrangement from everyone involved.
- (d) Some examples of profit are key money, and placing too great a value on the furnishings of a unit. Profit does not

include guests or sub-occupants paying their fair share of the housing charges. Profit does not include paying a reasonable charge for meals, cleaning etc. (if it is not a hidden profit on the housing charges).

**7.8
Death of a Resident Member**

If a resident member dies and no other members occupy the unit, the member's estate will be responsible for housing charges until the end of the second month after the death. The estate must remove all of the member's possessions by the end of the second month after the death.

ARTICLE 8 RESIDENT MEMBERS WHO END THEIR OCCUPANCY

**8.1
Procedures**

- (a) If resident members want to end their occupancy in the co-op, they must give at least ninety (90) days' written notice. The notice period must end on the last day of the month. The members' right to occupy their unit ends at the end of the notice period. Members cannot withdraw a notice without the board's consent. The board can refuse to allow members to withdraw the notice. Members cannot appeal the board's decision.

The board, in its sole discretion, may permit earlier termination of occupancy rights. In doing so, it will consider whether there is another person who meets all the criteria for resident membership in the co-op who is available to take occupancy of the housing unit which is being vacated.

- (b) Members have full rights and obligations during the notice period. If members move out of their unit, they are still responsible for any outstanding obligations until the end of the notice period.

- (c) If the co-op needs to get possession of a unit of a member who has given notice, the board can follow the procedures stated in 171.14 of the Act or take any other action. It can do this before or after the day on which the member should leave. In this case, the board does not have to follow the procedures in Article 9 of this By-law.

8.2 Withdrawal from Membership

A notice to end occupancy will also be considered a notice of withdrawal from membership. Any withdrawal from membership without ending occupancy will not be valid.

8.3 Vacant Unit

If a unit is vacant, the co-op can take possession. The member's occupancy rights end on the day that the co-op takes possession. It will be considered that the member has withdrawn from membership at the same time.

8.4 Members No Longer Living in the Co-op

This section applies when a resident member ceases to live in the co-op as a principal residence, but other resident members of the co-op remain in the unit. It will be considered that the resident member has given notice to withdraw from resident member on the first day the member no longer lives in the unit. The resident member's occupancy rights also end on that day.

ARTICLE 9 EVICTION OF RESIDENT MEMBERS

9.1 Terms Used in This By-law

The Act uses the terms "terminating membership and occupancy rights" when referring to resident members, and "terminating occupancy rights" when referring to non-members. In this By-law these acts of the co-op are referred to as "evict the resident member" or

"eviction".

9.2
When the Co-op
Can Evict a Member

- (a) The board can evict a resident member if the resident member:
 - (i) owes housing charges to the co-op at the time of the board meeting
 - (ii) has been repeatedly late in paying housing charges
 - (iii) has broken the by-laws in a way the board considers serious
 - (iv) has repeatedly broken the by-laws in a way the board considers serious, even if the member has corrected the situation when given notice, or
 - (v) the member no longer satisfies the criteria for resident membership in the co-op as established by the Articles of the co-op.

The board can also evict a resident member if someone the resident member is responsible for, under the by-laws, has done any of the above.

- (b) The board can evict a resident member under 6.1, a resolution referred to in 6.2 and a decision of the membership referred to in 6.4 of this By-law.

9.3
How the Co-op
Can Evict a Member

- (a) The board must pass a resolution by majority vote to evict a resident member.
- (b) Before passing a resolution to end membership and occupancy rights, the board must give written notice to the

member of a meeting held to consider the eviction of the member. This notice must be given to the member at least ten (10) days before the meeting.

The notice must be signed by a director.

- (c) The notice must state:
 - (i) the time and place of the board meeting. it may also state a time when the board will discuss the member's membership and occupancy rights during that meeting.
 - (ii) the reasons for the proposed eviction
 - (iii) the member's unit
 - (iv) the proposed eviction date, and
 - (v) the fact that the member need not vacate the unit, but that the co-op may obtain a writ of possession after it ends the member's membership and occupancy rights.
- (d) The board can choose a later date to continue the discussion about eviction. If the meeting is continued at another time, the board does not have to give notice of the continued meeting as long as the time and place is announced at the original meeting.
- (e) The notice must state the proposed eviction date. The figure to be inserted in the notice will be the following number of days after the board meeting:
 - (i) ten (10) days if the member owes charges to the co-op
 - (ii) sixty (60) days if the member's

household size breaks the co-op's occupancy standards

- (iii) thirty (30) days for all other reasons.

The board can decide that the eviction will be later than the date given in the notice.

- (f) The notice must state that the member has the right to attend and speak or present written material at the meeting, or have a representative speak. The representative can be a lawyer or any other person. It must also state that the member has the right to appeal the board's decision to the members.

The notice must contain the information in the model notice in Schedule "C" of this By-Law.

- (g) If the board decides to evict a resident member, it must give the member a written eviction notice. The notice must be delivered within five (5) days of the meeting. The notice must be signed by a director.

The eviction notice may be in the form attached as Schedule "D" of this By-law.

9.4 Right of Appeal

- (a) A member can appeal the board's decision. The decision is not effective until the appeal is decided or dropped.
- (b) A member who wants to appeal must give a notice of appeal to the co-op office within seven (7) days of the date on which the eviction notice was given.
- (c) When the co-op receives a member's notice of appeal the co-op must:
 - (i) call a meeting of the members,

giving proper notice, or.

- (ii) put the matter on the agenda for another members' meeting.

However, there must be at least fourteen (14) days between the time the notice of appeal is received and the members' meeting to discuss the appeal.

- (d) Everyone who receives notice of the members' meeting should also receive copies of any written statements that the member included with the notice of appeal. This right is limited by the Act.
- (e) The member appealing the decision has the right to attend and speak at the meeting, or have a representative speak. The representative can be a lawyer or any other person.
- (f) The meeting can confirm the board's decision, or replace it with any other decision which the board could have made.
- (g) The board's decision is confirmed if:
 - (i) the meeting does not pass a resolution to change the decision, or
 - (ii) a quorum is not present at the meeting or at the time of the vote.
- (h) If the appeal is unsuccessful, the resident member will be evicted two (2) days after the meeting, or on the date stated in the notice to vacate, whichever is later. However, the members' meeting can set a later date for eviction.
- (a) The board can decide to take legal action as a result of decisions under previous sections.

9.5 Legal Action

The board does not have to wait until the eviction date to start legal action.

- (b) The board can choose someone to deal with legal actions for the co-op. It can do this either by making it part of that person's job description or by a resolution. This person can:
 - (i) give all necessary instructions to the co-op's lawyers, and
 - (ii) make a settlement or other agreement after consulting with the co-op's lawyers.

For example, there could be a performance agreement or similar agreement worked out. The board can limit the person's authority by a board resolution.

9.6 Performance Agreements

- (a) The co-op can sign a performance agreement with the resident member. When a resident member and the co-op sign a performance agreement, any outstanding resolution evicting the member will be cancelled.
- (b) The performance agreement may state how the member will:
 - (i) carry out obligations in the future
 - (ii) correct any past problem, and
 - (iii) compensate the co-op for any losses.

The board must authorize every performance agreement except under 9.5(b). It can authorize an employee, director or committee, formal or informal, to decide on the details of the agreement and sign it.

- (c) If the member breaks the performance agreement, then the board must start the procedure to evict the member over again. Breaking the performance agreement does not itself give the co-op the right to evict the member. However, any statements in the agreement, and the fact that the member broke the agreement, may be taken into consideration by the board, the members or a judge.
- (d) When signing a performance agreement, the board can decide that a resolution of eviction will not be effective if the member:
 - (i) pays the amounts owed, or
 - (ii) carries out any acts that the board states in the resolution within the time period stated in the resolution.

9.7
Non-Members
in a Member Unit

In dealing with non-members who are occupying a member unit, the co-op may take any procedure permitted by law as long as it does not break this By-law.

ARTICLE 10 MISCELLANEOUS

10.1
Personal Information
of a Member

- (a) If members appeal a board decision, or bring up a discussion at a members' meeting involving personal information about themselves, the board can disclose other relevant personal information about the members.
- (b) If members appeal a board decision about another member, or bring up a discussion at a members' meeting involving personal information about another member, they must get the other member's written approval first. Then the

board can allow members to discuss that personal information about the other person concerned and the board can disclose relevant personal information about the member concerned. If that person does not give approval, the discussion is out of order.

10.2

References to Other By-laws

Some terms in this By-law contain references to other by-laws of the co-op. If those other by-laws have not been passed by the co-op, the board will decide any matters which would have been included in any by-law.

10.3

Serving Documents

When the co-op serves documents to members in connection with an eviction, it must follow this procedure:

- a separate notice will be given to each member being evicted, and to any member who has left the unit
- if a member is absent or evading notice, the notice can be given by:
- handing it to any apparently adult person at the unit,
- posting it in a conspicuous place on some part of the unit (for example, taping it to the door), or
- sending it by registered mail to the person at the unit.

10.4

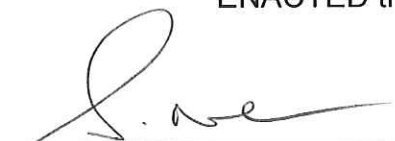
Errors or Omissions in Procedures or Notices

A minor error or omission in any action taken or notice given will not affect any decision made by the board and/or members. A member can accept any minor defect in the co-op's procedures. The member can do this in writing, orally or by not objecting at the appropriate

time.

This By-law was enacted on the 9th day of May, 1997, and was amended and restated by resolutions passed by the board at a meeting held on the 12th day of August, 2010 and confirmed by at least two-thirds (2/3) of the votes cast at a meeting of members held on the 10th day of February, 2010, and was further amended and restated by resolutions passed by the board at a meeting held on the 28th day of February, 2012 and confirmed by at least two-thirds (2/3) of the votes cast at a meeting of the members held on the 28th day of February, 2012, and is further amended and restated by resolutions passed by the board at a meeting held on the 22 day of FEBRUARY, 2016 and confirmed by at least two-thirds (2/3) of the votes cast at a meeting of the members held on the 22 day of FEBRUARY, 2016.

ENACTED the 22 day of FEBRUARY, 2016.



President



Secretary

Schedule "A"

Occupancy Agreement

Insert full name of Co-op (or use letterhead)

List each Member in the Member Unit

Please print or type. Add additional pages if necessary.

1.	
2.	
3.	

Address of Member Unit:

Unit # & Street:	
City:	

Date of Occupancy:

--

Term of Occupancy:

One (1) year, less one (1) day, starting on Date of Occupancy

Membership Terms:

1. The co-op gives you the right to occupy a unit.
2. The main terms of your occupancy rights and obligations are contained in the Occupancy By-law. The remaining co-op by-laws also contain rights and obligations of members. You agree to obey all co-op by-laws and decisions made by the board and co-op members.
3. Under the *Co-operative Corporations Act* and the co-op's by-laws, the co-op can change the terms of membership and occupancy. You are entitled to a notice of all general meeting where members will decide on these changes. You are also entitled to attend and vote at these meetings. You will be bound by these changes even if you do not agree with them.
4. If there is a conflict between the co-op's by-laws and this Agreement, the co-op's by-laws, including the appendices, have priority.

By signing this Agreement, you acknowledge receiving a copy of it. You are responsible for reading and understanding this Agreement. You are entitled to ask any questions and to have them answered.

Signature of Member(s):

Member 1:	Date:
Member 2:	Date:
Member 3:	Date:
Member 4:	Date:

**Signature for the
Co-op:**

Co-op	
by:	Date:

Appendix A

Charges to the Member(s)

Insert full name of Co-op (or use letterhead)

List each Member in the Member Unit:

These figures may change from time to time
Please print or type. Add additional pages if necessary.

1.
2.
3.
4.

Address of Member Unit:

Unit # & Street:
City:

Monthly Charges as of _____, 19__.

Housing Charge

Parking Charge

Your Total Housing Charge is:

+

Resident Member Deposit:

--

Signature of Member(s):

Member 1:	Date:
Member 2:	Date:
Member 3:	Date:
Member 4:	Date:

Appendix B

Resident Member's Household

Insert full name of
Co-op (or use
letterhead)

Please print or type. Add additional pages if necessary.

Address of Member Unit:

Unit # & Street:

List each
person in the
household:

1.
2.
3.
4.
5.

I/We agree to give prompt written notice of any change in my/our household size or the persons who make up my/our household. This includes any long-term guests and sub-occupants.

Signature(s) of
Member(s):

Member 1:	Date:
Member 2:	Date:
Member 3:	Date:
Member 4:	Date:

Schedule "B"

Long-Term Guest Agreement

Insert full name of
Co-op (or use letterhead)

Please print or type. Add additional pages if necessary.

1.
2.
3.

Long Term
Guest:

--

Address of
Member Unit

Unit # & Street:

City:

1. The co-op agrees that the long-term guest can live in the member's unit as a part of the member's household.
2. The member is still responsible to the co-op for all housing charges and all the member's obligations to the co-op.
3. The long-term guest agrees not to break any of the terms of the member's Occupancy Agreement or any co-op by-laws.
4. The long-term guest acknowledges that the co-op only allows members and their households to occupy co-op units. The long-term guest agrees to leave the member's unit if the member or the co-op requests it. The long-term guest will be entitled to written notice to leave the unit.
5. The long-term guest must immediately leave the unit when the member's occupancy rights end.
6. The long-term guest acknowledges that the unit is a member unit under the *Co-operative Corporations Act* and that the *Landlord and Tenant Act* does not apply.
7. The long-term guest agrees that the co-op, through its employees or agents, can receive credit information from any credit agency or other source.

Signature of the
Long Term Guest:

Date:

Signature for
the Co-op:

Co-op
by: Date:

Schedule "C"

Notice to Appear

Insert full name of
Co-op (or use
letterhead)

Please print or type. Add additional pages if necessary.

To Members:

List each
Member in the
Member Unit:

1. _____

2. _____

3. _____

4. _____

5. _____

Address of
Member Unit:

Unit # & Street: _____

City: _____

The board of directors is going to consider ending your membership and occupancy rights at a board meeting.

Fill in the date
of the meeting:
the room or
location, the
street address
and the municipality; the
start time and the time the
member should arrive. If
the member has to arrive
at the beginning of the
meeting, put a line
through the words "but
you do not have to arrive
before _____ p.m."

This meeting will be on _____, 20__, in the _____ at
_____, Ontario. The board meeting will start at _____
p.m., but you do not have to arrive before _____ p.m.

Earliest possible
date, based on
meeting date

The proposed date for ending your membership and occupancy rights is _____, 20__. The board may set a later date.

You may appear and speak at the meeting. You may present written material. You may have a lawyer or other representative speak for you.

You may appeal the board decision to a general meeting of the members.

You do not have to vacate your unit, but the Co-operative may obtain a Writ of Possession (eviction order) from a court after your membership and occupancy rights are ended. If you do not vacate your unit, the Co-operative will also seek a court order that you pay its legal costs.

The Grounds for ending your membership and occupancy rights are:

**Check one or both
(if appropriate)**

Arrears:

**Fill in the amount and date.
Fill in the paragraph of the
by-law and its name and
number.**

1. You owe the co-op \$_____ of housing charges as of _____, 20____. This is contrary to paragraph ____ of the _____ By-law (By-law No. _____).

**Fill in the paragraph of the
by-law and its name and
number.**

2. You have repeatedly paid your monthly housing charges late. This is contrary to paragraph _____ of the _____ By-law (By-law No. _____).

**Fill in as many as necessary, Other:
whether or not arrears is
checked.**

**Paragraph(s) that this
member has broken.**

3. Specific:

**Paragraph that provides for
eviction:**

General:

**Describe the details of what
the member did wrong,
including dates if
appropriate.**

Details:

**Signature for
the Co-op**

Co-op

by: Date:

Schedule "D"

Notice of Board of Directors Eviction Decision

Insert full name of
Co-op (or use letterhead)

Please print or type. Add additional pages if necessary.

Members:

List each
Member in the
Member Unit:

1. _____

2. _____

3. _____

4. _____

Address of
Member Unit:

Unit # & Street: _____

City: _____

Fill in the date of the board
meeting and the date the
member is to move out.

A meeting of the board of directors was held on _____, 20____.
You were given Notice to Appear to be considered at that
meeting. The board of directors decided to end your occupancy
rights in the above unit on _____, 20____, and decided to end
your membership in the Co-operative on that date. (See the
attached Board of Directors Eviction Decision.)

Attach a copy of the Board
Eviction Decision to this
Notice.

Repeat the date the
member is to move out.

Leave your unit by _____, 20____. If you do not, the Co-
operative will start a court proceeding against you.

If your by-laws allow for
an appeal, fill in the
paragraph of the by-law
and its name and number;
otherwise, leave it blank.

To find out how you may appeal this decision see paragraph
_____ of the _____ By-law (By-law No.____) and section 171.8 of
the *Co-operative Corporations Act* (as amended by Bill 166).

Signature for
the Co-op

Co-op _____

by: _____ Date: _____